

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-NC-01-11949/0004	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. PR-NC-01-11949	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Contracts Management Division Admin Bldg Lobby, Alexander Dr. Research Triangle Park, NC 27709	CODE	7. ADMINISTERED BY (If other than Item 6) Not Applicable.	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) To All Offerors/Bidders.		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-NC-01-11949
		✓	9B. DATED (SEE ITEM 11) 11/16/01
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "CONSIDERATION AND PAYMENT--TOTAL FIXED PRICE (EP 52.216-160) (APR 1984)" has been modified. The text is as follows:

The fixed prices set forth in the unit price section (section B) are applicable fixed rates for the term of the contract.

Schedule

Basic Requirements
BASE PERIOD**BASE PERIOD (02/01/02 - 09/30/02)**

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0001	Environmental Research Center (Attachment 1: Appendix I)	8	MO	_____	_____
0002	Human Studies Facility (Attachment 1: Appendix II)	8	MO	_____	_____
0003	Trailers at Jenkins Road (Attachment 1: Appendix IV)	8	MO	_____	_____

OPTIONAL SERVICES CLINS (See Section H "OPTIONAL SERVICES CLINS" for 0004AA-AD)

0004	EPA New Facility				
0004AA	EPA New Facility Area No. 1 (Attachment 1: Appendix III)		MO	_____	_____
0004AB	EPA New Facility Area No. 2 (Attachment 1: Appendix III)		MO	_____	_____
0004AC	EPA New Facility Area No. 3 (Attachment 1: Appendix III)		MO	_____	_____
0004AD	EPA New Facility Area No. 4 (Attachment 1: Appendix III)		MO	_____	_____

OPTION PERIOD I (10/01/02 - 09/30/03)

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0005	Human Studies Facility (Attachment 1: Appendix II)	12	MO	_____	_____
0006	Trailers at Jenkins Road (Attachment 1: Appendix IV)	12	MO	_____	_____

OPTIONAL SERVICES

OPTIONAL SERVICES CLINS (See Section H "OPTIONAL SERVICES CLINS" for 0007 and 0008AA-AD)

0007	Environmental Research Center (Attachment 1: Appendix I)		MO	_____	_____
0008AA	EPA New Facility Area No. 1 (Attachment 1: Appendix III)		MO	_____	_____
0008AB	EPA New Facility Area No. 2 (Attachment 1: Appendix III)		MO	_____	_____
0008AC	EPA New Facility Area No. 3 (Attachment 1: Appendix III)		MO	_____	_____
0008AD	EPA New Facility Area No. 4 (Attachment 1: Appendix III)		MO	_____	_____

OPTION PERIOD II (10/01/03 - 09/30/04)

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0009	Human Studies Facility (Attachment 1: Appendix II)	12	MO	_____	_____
0010	Trailers at Jenkins Road (Attachment 1: Appendix IV)	12	MO	_____	_____

OPTIONAL SERVICES CLINS (See Section H "OPTIONAL SERVICES CLINS" for 0011 and 0012AA-AD)

0011	Environmental Research Center (Attachment 1: Appendix I)		MO	_____	_____
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0012 EPA New Facility

0012AA	EPA New Facility Area No. 1 (Attachment 1: Appendix III)	MO	_____	_____
0012BB	EPA New Facility Area No. 2 (Attachment 1: Appendix III)	MO	_____	_____
0012AC	EPA New Facility Area No. 3 (Attachment 1: Appendix III)	MO	_____	_____
0012AD	EPA New Facility Area No. 4 (Attachment 1: Appendix III)	MO	_____	_____

OPTION PERIOD III (10/01/04 - 09/30/05)

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0013	Human Studies Facility (Attachment 1: Appendix II)	12	MO	_____	_____
0014	Trailer at Jenkins Road (Attachment 1: Appendix IV)	12	MO	_____	_____

OPTIONAL SERVICES CLINS (See Section H "OPTIONAL SERVICES CLINS" for 0015 and 0016AA-AD)

0015	Environmental Research Center (Attachment 1: Appendix I)	MO	_____	_____
0016	EPA New Facility			
0016AA	Area No. 1 (Attachment 1: Appendix III)	MO	_____	_____
0016AB	EPA New Facility Area No. 2 (Attachment 1: Appendix III)	MO	_____	_____
0016AC	EPA New Facility Area No. 3 (Attachment 1: Appendix III)	MO	_____	_____
0016AD	EPA New Facility Area No. 4			

(Attachment 1: Appendix III)

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OPTION PERIOD IV (10/01/05 - 09/30/06)

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
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0017	Human Studies Facility (Attachment 1: Appendix II)	12	MO	_____	_____
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0018	Trailers Jenkins Road (Attachment 1: Appendix IV)	12	MO	_____	_____
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OPTIONAL SERVICES CLINS (See Section H "OPTIONAL SERVICES CLINS" for 0019 and 0020AA-AD)

0019	Environmental Research Center (Attachment 1: Appendix I)		MO	_____	_____
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0020	EPA New Facility				
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0020AA	Area No. 1 (Attachment 1: Appendix III)		MO	_____	_____
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0020AB	EPA New Facility Area No. 2 (Attachment 1: Appendix III)		MO	_____	_____
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0020AC	EPA New Facility Area No. 3 (Attachment 1: Appendix III)		MO	_____	_____
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0020AD	EPA New Facility Area No. 4 (Attachment 1: Appendix III)		MO	_____	_____
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OPTIONAL SERVICES (See Clause H.6)

CLIN	Description of Services	Qty	Unit	Unit Price
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0021	Labor, Landscaping/Plant Replacement (Attachment 1 General Specifications)	1	HR	_____
0022	Materials	1	Lot	<u>Not to Exceed</u> <u>amount to be determined</u> <u>at contract award</u>

2. The Section E clause entitled "Contractors Failure to Perform Required

Services" has been modified. The text is as follows:

The right of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this document. Specifically, the Government reserves its rights under the Inspection of Services and Default or Termination clauses. Any reductions pursuant to the Acceptable Quality level table (AQL), developed for each performance-based line item shall reflect the reduced value of services that was required to be performed under the contract for the specified time period. The Contractor shall not be relieved of full performance of the services, even if a reduction was previously taken for any inadequate performance.

3. The Section H clause entitled "Optional Services" has been modified. The text is as follows:

This clause is only applicable to Optional Services Clins, 0021 and 0022, indicated in section B. Those services described may be ordered by the Government at any time during the contract period. Upon notification of any required optional services, the contractor will submit proposals for review and negotiations to the Contracting Officer as requested by the Government. Proposals shall include at a minimum: number of labor hours (including total cost) proposed approach to the Government's requirement, and cost of materials. The proposal is to be submitted within ten (10) days of the Government's notice of the requirement to the contractor. Work shall not commence without proper modification to this contract. Materials shall be reimbursed based on actual incurred cost only. Supporting documentation for these cost is required. When submitting invoices only actual labor worked shall be reimbursable.

4. The Section H clause entitled "Optional Services CLINS" has been modified. The text is as follows:

Optional Services CLINS

This clause is applicable to the optional services CLINS (0004AA-AD, 0007, 008AA-AD, 0011, 0012AA -AD, 0015, 0016AA-AD, 0019, and 0020AA-AD) of section B. Those services described may be ordered by the Government at any time during the contract's periods. The Government may unilaterally exercise any of the optional services CLINS independent of one another, provided that such notification is provided to the contractor two weeks prior to the implementation of these services. CLINS listed under optional services CLINS indicate a "unit of issue" (i.e. months) increments as applicable for the period. These increments may be exercised in any quantity and any combination of line items. Therefore, the amounts stated under this bid schedule shall not be interpreted as total amounts to be awarded. The use of optional services CLINS clause will result in a contract modification.

5. The Section L clause entitled "SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996) DEVIATION" has been modified. The text is as follows:

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Hand-Carried Address:

U. S. Environmental Protection Agency
Attention: Dana Lloyd
RTP, Procurement Operations Division (D105-02)
4930 Old Page Road
Research Triangle Park, NC 27709

Mailing Address:

U. S. Environmental Protection Agency
Attention: Dana Lloyd
RTP, Procurement Operations Division (D105-02)
Research Triangle Park, NC 27711

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

6. The following text entitled "QUESTIONS AND ANSWERS " has been added.

Question 1. Is the Project Manager required to be on site at all times work is done?

Answer 1. No, please refer to General Specification paragraph G.1a and G2.

Question 2. Where will the Contractor store equipment and supplies? Will a facility to operate from be provided on any site? If so, where and how long will it be provided?

Answer 2. Please refer to General Specifications paragraph H.4 We are not sure at this point how long the space at the ERC will be available. It could be two to six months.

Question 3. Fertilization. If the initial soil test proves the soil nutrients are very inadequate will the Government or Contractor furnish amounts to bring soil to a healthy condition?

Will the Contractor know before award of this cost?

Answer 3. The contractor would be responsible to bring soil to a healthy condition. The contractor would not know before award of the contract.

Question 4. Will the beds have soil samples pulled?

Answer 4. There shall be representative samples wherever plants and grasses are planted.

Question 5. The contract states natural organic fertilizer be used. This is more expensive and more difficult to find. Can there be a substitute with regular fertilizer?

Answer 5. Reference General specification K. Work Requirements, paragraph 2.

Question 6. Can we get a map of grounds with the number of beds, square footage of beds, and different types of plants in each bed?

Answer 6. All Landscaping construction drawings were posted on 12/12/01 to the EPA Website. See the EPA Website.

Question 7. If the soil and bed conditions are at time of award below standards to sustain healthy lawn and plant bed life, will the Contractor be responsible for these problems? How will the Contractor be paid to correct these problems if they exist? (Ex: diseased plants, incorrect bed construction, poor erosion control, poor drainage).

Answer 7. The question refers to unspecified "standards to sustain healthy lawn and plant bed life". Should there exist conditions such as GSA contract deficiencies that are present at the time of the option for this site, EPA will so note and these will not be the responsibility of the EPA contractor to correct unless the contract is modified accordingly.

Question 8. It appears that construction of the grounds is not complete. Will this pose a problem on the contract operations at

the new facility?

Answer 8. No. EPA contractor will not be working in areas until after construction of the grounds is complete.

Question 9. Will the Contractor be responsible to correct all problems such as grass around tree base mulch, bed grass/weeds, mulch applications needed and other problems within a certain time frame?

Answer 9. Correction of GSA construction deficiencies is not within the scope of the EPA contract. Mulch shall be maintained as specified in the general specifications K.6.

Question No. 10 We would appreciate a more detailed explanation of the following and Contractor responsibility for each:

- A. Wet Detention Pond
- B. Bioretention Area
- C. Storm Water Drainage System
- D. Wetland Pond

Answer 10. You are directed to Section K, Work Requirements paragraph 18, 19, 20, and 21 of the General Specification.

Question 11. Fertilizer. What products qualify as natural organic fertilizer and where can they be purchased?

Answer 11. Natural organic fertilizers are those which are products that are plant -or animal-derived. They are readily available in the marketplace.

Question 12. Lawn Seeding. What type of grass seed will be used on the grounds?

Answer 12. New lawn, (grass also called turf, which is not the same as wildflower meadow) seeding shall require the application

of certified Mustang tall fescue, or other variety as recommended by the NC Department of Agriculture for this region, at a rate of 25 pounds per 5000 square feet. Fertilizer and lime application shall be based upon soil test results recommendations for turf areas.

Question 13. Irrigation. What areas are equipped with an automatic irrigation system? Who maintains the drip irrigation system in the raised planters of Area C and who purchases the replacement parts?

Answer 13. The EPA contractor will maintain the drip irrigation system in the Area C planters. The GSA contractor warranty covers emergency repairs and repairs of any malfunctioning equipment. The EPA contractor would only do repairs caused by their fault and/or negligence.

Question 14. Composting. How large is this compost pile, what will the compost be used for, and what is meant by purchasing 25% of the compost materials from the food recycling program?

Answer 14. Refer to General Specification No. K.5 and K.6. The compost pile shall consist of yard waste only. The compost material is referring to soil amendment and 25% of whatever is used should come from the contractor who is recycling our food waste. Aramark is the current restaurant contractor and they are using Brooks contractor at 919- 837-5914. The landscaping contractor should verify this information periodically.

Question 15. Plant Replacement. If plants are sited incorrectly or if soil tests reveal shrub beds have been insufficiently prepared, will the contractor be reimbursed for replacement of plants, labor, mulch, and any soil amendments necessary to create a healthy shrub bed? Also, will the Contractor have the opportunity to replace poorly cited plants with plant species more suitable to the specific microclimates existing on the EPA campus?

Answer 15. The addition of nutrients is required periodically (this is why we have to fertilize and lime established turf and

other plantings). It is unreasonable for the EPA contractor to assume that there will be no fertilizers necessary when he is given the beds to maintain. As to sitting of plants and beds preparation, he must understand that he is responsible for the beds and plants on an "as is" basis, because whatever beds and plants he gets after the GSA contractor establishment period have necessarily survived in these locations, etc. EPA will consider such proposals at no cost to the Government.

Question 16. Mulch. If more mulch is needed than can be provided by using shredded yard debris located on campus, what acceptable products may be used as an alternative and who will purchase this material?

Answer 16. The reference is K.6 of the General Specification.

As to products, we would want hardwood mulch suitable for the intended use.

Question 17. Wildflower Areas. The construction/landscape contractor provides the first six plantings (3 years) of wildflowers. When did this begin and when will it become the maintenance contractors responsibility to purchase and seed the wildflower?

Answer 17. It depends on location, some have begun already, some not yet. It will become the EPA contractor maintenance responsibility after final acceptance from the GSA construction contractor and the EPA contractor is tasked to perform this work.

Question 18. Optional Services. How are prices determined for the optional services clause in the contract. (Are optional services considered cost-plus?)

Answer 18. See section H. Clause entitled "Optional Services".

Question 19. Do you have a record of OZONE dates for the previous year?

Answer 19. The number of OZONE Days for the last year are provided for the Triangle Area on the Web site provided in the SOW. Approximately, 11 or 12 Ozone days.

Question 20. How do you relate to Ozone dates when they affect performance quality/and PRS req?

Answer 20. The contractor should document the dates when work cannot be accomplished due to Ozone Days.

Question 21. How long is the establishment period? What is the warranty period and when does it start?

Answer 21. The establishment period is 90 days. The warranty period is one year after the government acceptance of the site. The warranty period starts after acceptance.

Question 22. Can equipment be stored at the Jenkins trailer site? Can a 10'X40' sea container be placed at the site by the contractor to house equipment?

Answer 22. No, Equipment cannot be stored on EPA property.

Question 23. What is the procedure to obtain contractor ID badges?

Answer 23. Once the contract is awarded we will need to set up appointment for ID. The person getting the ID will need a photo ID with them. They will also need a social security number and they will also be required to provide some other information, i.e. height, weight, etc.

Question 24. Can the bidders obtain a copy of the attendees from the site visit?

Answer 24. The list of bidders attending the site visit will be posted to the Website.

Question 25. Since the soil test will not be conducted until after award of this contract, what fertilizer rate should

perspective offers use for bidding purposes?

Answer 25. The contractor should use whatever they believe based on their experience is typical for the soils in this area.

Question 26. For bidding purpose, grass seed should be applied at how many point per 1000 sq.ft.? Are you EPA looking for certified seed? What type of seed (tall fescue, etc.) Please specify for bidding purposes.

Answer 26. I foresee very limited need, unless the contractor fails to maintain the health of the turf and it deteriorates. In this case, it would be his to reestablish at his cost. There may be instances that we ask the contractor to seed an area we disturb, but that would be a modification to the contract.

Question 27. If green waste is to be used as a mulch, it will need to be run through a grinder not a chipper as specified. You EPA cannot run leaves, grass clippings, and shrubs clippings through a chipper. Can you please clarify this? Before this product can be applied around plant material, it will have to have aged for at least 1 year and at that point, it will be suitable for soil amendment not a mulch. You could spread this over the turf area as a top dressing. Can you please clarify how long the material will have been composted?

Answer 27. There appears to be some confusion. First of all, mulch will not be spread on turf areas - mulch is used only in planting beds and paths. For paths, there is no prohibition against "green" mulch -actually it is better at weed suppression. The waste stream that will become mulch is supposed to be prunings and other woody plant material, and EPA expects that most of this will be dead to begin with. The remaining waste stream should consist of leaves, grass clipping , and even shrub trimmings (if mostly leaves not wood) are to be composted, NOT chipped into mulch. Yes, this compost must be aged (composted and/or decomposed) before use, and we require this. We will have to designate a mulch storage site and a compost site. This will be done after award.

Question 28. A 6" depth of any product applied to plant materials would be detrimental. Can this please be clarified?

Answer 28. Our SOW states 6" in beds and 4" on paths. The paths is right, but our landscaping beds and biotention areas are constructed with only 2" of mulch. We need to revise the SOW accordingly. We also need to clarify that the contractor is required to maintain this depth (not simply add 2" or 4" more).

Question 29. For bidding purposes, can the government specify shredded hardwood at a depth of 2-4"?

Answer 29. The contractor may propose an equivalent depth of such a product after award, to supplement material re-used from the site, but not as a direct substitution for site generated materials.

Question 30. Since the pruning of trees is a specialty discipline, do you want the contractor to supply a certified arborist to supervise the pruning tasks?

Answer 30. No, there is no requirement in the SOW for a certified arborist, however should the contractor determine that they need one that would be their decision to employ one.

Question 31. For bidding purposes can the government specify the rate of fertilizer application to plant beds so bidders can apply the same formulas for pricing purposes?

Answer 31. No, Again fertilizer application is required only upon recommendations based upon soil tests. For bidding purposes, they should estimate based on their experience.

Question 32. Please provide a rate for overseeding wildflower meadows.

Answer 32. Our SOW does require this, however, the meadows will be established and the primary maintenance will consist of mowing. It has not been determined at this point which species or mixes of wildflower or grasses may need to be applied. It

will be recommended that we revise the language in the SOW to state that if we determine that we need to overseed any material, we would do this by a contract modification at that time.

Question 33. Is the contractor responsible for the water quality of the pond as stated in the SOW? If yes, please define water quality and the expectations of the contractor.

Answer 33. Under items 18, wet detention, and 21, wetland ponds, it is explained what to maintain, but does not make the contractor responsible for Water Quality in the pond.

Question 34. Are certified payrolls required?

Answer 34 No.

Question 35. What will be the location and the size of the composting area?

Answer 35. A compost site on the new campus will be identified at a later date. This area is currently occupied by trailers.

7. Attachment 1 entitled "STATEMENT OF WORK" APPENDIX III is revised as follows:

Section B. Work Requirement Details:

B.18 revise acres of wildflowers from 7.4 to 8.1

B.19 replace first sentence with, "Wet Detention Pond: The contractor shall be responsible for maintenance of the three (3) wet detention ponds located: south of the Area H High Bay; north of the National Computer Center; and west of the National Computer Center and the North Access Road.

B.20 Revise the cover of bioretention areas from 20,170 SF or 0.46 acres to 22,970 SF or 0.53 acres.

B.21 Revise the number of curb inlets from 16 to 25, drop inlets from 24 to 30, pavement inlets from 6 to 7, and trench drains from 2 (38 LF) to 3 (68 FL).

Section C. The Areas Requiring Services are defined as follows:

C.1. revise total acres of turf from 38 to 41

- a. revise acres of type 1 and sod from 10 acres to 12 acres.
- b. revise acres of type 2 from 28 acres to 29 acres.

8. The due date for submission of offers has been extended to January 16, 2002 (01/16/02). All offers must be received by 1:00pm local time to be considered.

9. Block No. 7 on the SF-33 is modified as follows:

(Hand Carried/Courier Address)

U.S. Environmental Protection Agency
Attention: David A. Donnelly Jr.
RTP, Procurement Operations Division (D143-01)
4930 Old Page Road
Research Triangle Park, NC 27709

10. Block No. 8 on the SF-33 is modified as follows:

(U.S Mail Only)

U.S. Environmental Protection Agency
Attention: David A. Donnelly Jr.
RTP, Procurement Operations Division (D143-01)
Research Triangle Park, NC 27711